

ACCESS AGREEMENT

This **ACCESS AGREEMENT** (this "**Agreement**") is made on this ___ day of June, 2015, by and between the **CES Griggs Road PRP Group ("Grantee")**, and **CES Environmental Services, Inc. Chapter 7 Trustee, ("Grantor")**.

RECITALS

A. Grantor is the Chapter 7 Trustee for the CES Environmental Services, Inc., bankruptcy estate (as hereinafter defined) which is the owner of certain tracts of land described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "**CES Griggs Road Site**").

B. Grantor (solely as Chapter 7 Trustee and not personally) desires to grant to Grantee a non-exclusive right to access to the CES Griggs Road Site for purposes of addressing environmental conditions at the CES Griggs Road Site through the TCEQ's Voluntary Cleanup Program ("VCP").

AGREEMENT

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Access. Grantor hereby grants a non-exclusive right of access to Grantee on the CES Griggs Road Site for the purpose of conducting necessary environmental removal, investigative and remedial activities ("Work") as may be required to address the current environmental conditions at the CES Griggs Road Site under the TCEQ VCP. Grantor hereby binds itself (solely as Chapter 7 Trustee and not personally) and the Estate of CES Environmental Services, Inc. (the "Estate"), to grant unrestricted access to the CES Griggs Road Site so long as Grantee is conducting the Work. Until the Work is completed, Grantor shall provide notice of this Agreement to any prospective purchaser of the CES Griggs Road Site, either as a single sale or individual sales of the separate tracts, and shall enter into an agreement with any such purchaser, which requires prospective purchaser to accept and acknowledge in writing that it shall be bound by the terms and conditions of this Access Agreement with respect to the CES Griggs Road Site, or individual tract, after the closing of the sale.

2. Maintenance and Repair. At all times during the existence of this Agreement until the Work is completed, Grantee shall promptly repair any damage, ordinary wear and tear excluded, to the CES Griggs Road Site resulting from the Work, but only to the extent caused by Grantee or its employees, contractors, agents and/or invitees (herein referred to as "**Grantee's Related Parties**"). Grantee shall not be responsible for any damage to the CES Griggs Road Site arising out of or in connection with the acts or omissions of Grantor, the Estate, or any other person or entity, including, without limitation, those claiming by or through Grantor or the Estate, including further, without limitation, Grantor's employees, contractors, agents and invitees (herein referred to as "**Grantor's Related Parties**").

3. Grantor's Promise and Release of Liability. Grantor and Grantor's Related Parties shall not unreasonably interfere with Grantee's access to or use of the CES Griggs Road Site. Grantee's and Grantee's Related Parties' liability to Grantor is expressly limited as set forth herein, and Grantor's, Grantor's Related Parties, and others allowed on the CES Griggs Road Site by Grantor, expressly release and agree to hold harmless (to the extent permitted under the Laws and Constitution of the State of Texas) Grantee and Grantee's Related Parties from any and all claims for damage or injury to Grantee and

Grantee's related Parties or others allowed on the property by Grantor, caused by Grantor or Grantor's Related Parties or invitees' actions.

4. Indemnification. Grantee hereby indemnifies Grantor and Grantor's Related Parties from any and all third-party claims and resulting damages incurred thereby that arise as a result of the Work conducted on the CES Griggs Road Site by or at the direction of Grantee. 5. Insurance. Grantee agrees that damages incurred by third-parties as a result of the Work conducted on the CES Griggs Road Site by or at the direction of Grantee shall be covered by a liability insurance policy (subject to all applicable terms thereof, including deductibles and self-insured retentions) procured by Grantee that provides Grantor and Grantor's Related Parties with additional insured status under such policies with protection equal to that of the Grantee and Grantee's Related Parties. Grantee agrees that any contractor it uses shall be apprised of this Agreement and required to obtain insurance consistent with the terms of this paragraph. Grantee agrees to furnish a summary such policy terms to Grantor promptly after such insurance is obtained.

6. Compliance with Laws. Grantee and Grantee's Related Parties shall comply at all times with laws, ordinances, rules and regulations applicable to the Work performed at the CES Griggs Road Site and the use thereof.

7. Grantor's Right to Use Easement Tract. Grantor may fully use and enjoy the CES Griggs Road Site, and Grantor reserves and retains the right to use of the CES Griggs Road Site which do not unreasonably interfere with Grantee's rights hereunder.

8. Compensation. Grantor recognizes that Grantee's use of the CES Griggs Road Site to complete the Work is a direct benefit to the Grantor, and thus Grantor is not entitled to and will receive no compensation for the Grantee's access to or use of the CES Griggs Road Site.

9. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms as may be possible, and which is legal, valid, and enforceable, to such illegal, invalid, or unenforceable provision.

10. Runs With Land. The rights and obligations of the Grantor and Grantee contained herein constitute covenants running with the CES Griggs Road Site and are binding upon and inure to the benefit of Grantor, as Chapter 7 Trustee of the Chapter 7 Estate of the CES Griggs Road Site, its respective shareholders, owners, successors and assigns, Grantee, and the successors and assigns of each of them. A Memorandum or copy of this Agreement may be recorded in the real property records relating to the CES Griggs Road Site.

11. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement may be amended only by written Agreement between the Grantor and the Grantee, or their respective shareholders, owners, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

GRANTOR:

By: _____
Name: _____
Title: _____

GRANTEE:

CES Griggs Road PRP Group

By: _____
Name: _____
Title: _____